



SMALL TOWN, BIG BEACH™

INVITATION TO BID
Requisition No. 2017-1127

INVITATION TO BID DATE: **November 10, 2017**

FOR: **Christmas Decorations: Pole Mounted Street Lights**

PLACE OF BID OPENING: **City of Gulf Shores, City Hall, 1905 West 1st Street**

BIDS MUST BE RECEIVED BEFORE: **November 27, 2017 at 10:00 A.M.**

BIDS WILL BE PUBLICLY OPENED: **November 27, 2017 at 10:00 A.M.**

Sealed bids will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Mark Acreman

Public Works

Department Head

Robert Craft

Mayor

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes. Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided in the bid documents.

1. **DELIVERY: Must be made before DECEMEBER 31, 2017.**

2. TERMS: _____

Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.

3. Prices valid for acceptance within _____ days.

4. For the purchase or lease of personal property only, a Baldwin County person, firm or corporation, whose bid is no more than three percent (3%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County responsible bidder. A Baldwin County vendor is defined as one who has a place of business within the limits of Baldwin County. It is the policy of the City of Gulf Shores to purchase from a Gulf Shores resident vendor whenever possible.

5. Federal Employer ID No. (If no FEIN, Enter SSN): _____

6. The number of pages comprising this bid is _____.

7. Contact Temple Smith at 251-968-1443/tsmith@gulfshoresal.gov with any questions regarding this bid.



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ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form and show on the envelope "SEALED BID," the bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Gulf Shores. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS

DAY OF _____, 20____.

Company Name

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (INK)

Typed Authorized Name

Title

Fax Number

Notary Public

Commission Expires

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



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BID FORM – CHRISTMAS DECORATIONS

Description	Unit Price
HARMONY PENTOR 3'X10.3'	\$_____/each
STAR POLE MT 2.6'X7.6'	\$_____/each
SPARKLE DÉCOR 3' 2"X7'	\$_____/each
TREE 2.3'X7.8'	\$_____/each
BELL POLE MT 3'X8.3'	\$_____/each
Shipping/Delivery Cost	\$_____

DELIVERY: Delivery must be made before **DECEMEBER 31, 2017**.

WARRANTY: Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to utilization of the warranty provided must be specified.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Note: If no addenda have been received, write in "none."

Company Name

Company Representative

Street Address

Phone

City, State, Zip

Email

Email

BID SPECIFICATIONS

1. Scope of Work

The successful bidder shall provide 20-25 street pole lighted Christmas decorations as specified below to the City of Gulf Shores. The purchase shall include delivery and mounting hardware.

2. Minimum Specifications

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly identified in writing; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and successful bidder will be held responsible for such. Deviations must be in explained in detail on separate attached sheet(s).

Pole Mount Lighted Decorations with Mounting Hardware

Quantity: 20-25 decorations

Condition: New

Size: VARIES – see above bid form

Lighting: Commercial Grade Mini LED bulbs

Aluminum Frames and Hardware for Mounting.

All lighting is to be pre-installed in the sockets.

All decorations are to be fully assembled and ready for installation on poles.

Full mounting instructions shall be included.

All decorations and accessories shall be warrantied for a minimum of five (5) years.

UV Resistant

Delivery

Delivery Address: City of Gulf Shores Public Works Shop

160 West 36th Avenue

Gulf Shores, AL 36542

3. Replacement

Replacement of all items found defective within the warranty period shall be made without cost to the City, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

4. Acceptance

All items listed in the specifications, delivered to the City not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor at their expense for replacement. Replacement of all items found defective shall be made without cost to the City, including transportation if applicable. As it may be impossible for all items to be properly inspected upon arrival, a reasonable opportunity must be given to the user departments for inspection of the items and, if necessary, returning those that are defective.

5. Examples of decorations:

HARMONY PENTOR



STAR POLE



SPARKLE DÉCOR



TREE POLE



BELL POLE



GENERAL TERMS & CONDITIONS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Gulf Shores City Council. Applicability of general conditions as stated below shall be determined by the City of Gulf Shores. All bids must be submitted on and in accordance with the instructions provided by the City of Gulf Shores.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, AL 36542

Or downloaded from the City's website:

www.gulfshoresal.gov

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, and Drawings.
- 3.2 Bids shall include all costs required to provide the requested materials.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Purchasing Officer (Temple Smith at 251-968-1443 or tsmith@gulfshoresal.gov).
- 4.2 The Purchasing Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.gulfshoresal.gov
- 4.4 Addenda shall become part of the bid, and all bidders must acknowledge receipt of Addenda on their Bid Form. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." In the event of any discrepancy between a unit price, extended price, and/or total price, unit prices will govern and the bid will be refigured accordingly.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
- 6.4 Faxed or e-mailed bids will not be accepted.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

- 9.1 All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:
- The best interests of the City of Gulf Shores;
 - The quality and performance of the goods or services to be supplied;
 - Conformity to specifications;

- **Delivery time;** and
- Other unique requirements outlined in the bid request.

9.2 Each Bidder shall be prepared, if requested by the City, to present evidence of a minimum of two (2) years of experience, and proof of financial ability to carry out the terms of the Contract. The City reserves the right to disqualify any Bidder who, in the judgment of the City, fails to adequately demonstrate a minimum of two (2) years of experience and/or financial ability sufficient to enable the successful Bidder to complete the contract.

10.0 SAMPLE OF MATERIALS

Sample of items, when required, must be furnished free of expense to the City and, if not destroyed, will upon request be returned at the bidder's expense.

11.0 BOND REQUIREMENTS

All bond requirements shall be identified in the bid documents. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.

12.0 CONTRACT

- 12.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid. The contract shall bind the City of Gulf Shores on its part to order from the successful bidder and to pay at the contract prices, for all items ordered and delivered.
- 12.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 12.3 If the successful bidder fails to deliver within the time specified or with reasonable times as interpreted by the City of Gulf Shores or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City of Gulf Shores may purchase from other sources to take the place of the item rejected or not delivered. The City of Gulf Shores reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 12.4 A contract may be canceled for non-performance.
- 12.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Gulf Shores.
- 12.6 All contracts and purchases are contingent upon the City's availability of funds.
- 12.7 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title, or interest therein or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of the City of Gulf Shores.

13.0 GUARANTEES BY THE SUCCESSFUL BIDDER

- 13.1 The successful bidder guarantees:
 - Products against defective material or workmanship and to repair or replace any damages or marring in transit;
 - To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment to the bidder's own work or to the work of other successful bidders.

- To carry adequate insurance to protect the City of Gulf Shores from loss of property and/or life in cases of accident, fire, or theft.
- That all deliveries will be equal to bid samples.

13.2 All deliveries shall be accompanied by delivery tickets or packing slips. The ticket shall contain the following information for each item delivered: **Purchase Order Number, Name of Article, Quantity, Name and Address of the Successful Bidder.**

14.0 DEFAULT OF CONTRACTOR

In cases of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

15.0 PAYMENT

The successful bidder may submit an application for payment for provided materials in accordance with the accepted unit prices. Payment shall be made to the bidder within thirty (30) days of receipt and approval of application for payment.

16.0 LAWS AND REGULATIONS

The successful bidder will be required to obtain a City of Gulf Shores Business License if operating within the Corporate Limits. All applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

the State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Gulf Shores after January 1, 2012, the following affidavit must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, Purchasing Officer, at (251) 968-1443 or via e-mail at reberly@gulfshoresal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as _____ (job title) for _____ (business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____